Case: 05-14681-MWV Doc #: 6 Filed: 11/18/05 Desc: Main Document Page 1 of 6

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW HAMPSHIRE

REAFFIRMATION AGREEMENT

Debtor's Name: Jeffrey Cogswell. Case No: 05-14681-MWV

Chapter: 7

Creditor's Name and Address:

Ford Motor Credit Company

P.O. Box 537950 Livonia, MI 48153

Instructions:

1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.

2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

NOTICE TO DEBTOR

This agreement gives up the protection of your bankruptcy discharge for this debt. As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is cancelled.

You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any other contract (except another reaffirmation agreement made in accordance with Bankruptcy Code §524(c).

You are allowed to pay this debt without signing this agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor will also not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with the clerk of the bankruptcy court. If you were not represented by an attorney during the

negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless; 1) you have attended a reaffirmation agreement hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows:

THE DEBT

THE DED.	
Net Balance at Time of Filing:	\$7,317.36
Current Payoff:	\$7,317.36
Annual Percentage Rate (APR)	0.00%
Amount of Monthly Payment:	\$430.43
Date Payments Start:	12/20/01
Total Number of Payments to be made:	60
Total of Payments if paid according to schedule:	\$25,825.85
Date Any Lien is to be Released if paid according to the schedule:	12/20/06
The debtor agrees that any and all remedies available agreement remain available.	ble to the creditor under the security
All additional terms agreed to by the parties (if any	y):
Payments on this debt (were not) in default on the was filed. This agreement differs from the original follows:	가장 보는 마양이를 하다 하고 하는 것이 없는 것이다. 그는 그는 것이 없는 가장이 하는데 하지만 하게 되었다. 이 사람들은 내용을 하는데

Case: 05-14681-MWV Doc #: 6 Filed: 11/18/05 Desc: Main Document Page 3 of 6

CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL (IF ANY)

Description of Collateral. If applicable, list manufacturer, year and model: 2001 FORD WINDSTAR
Value: \$10,925.00
Basis or Source for Valuation: NADA Guide Book
Current Location and Use of Collateral: Debtor's address, personal
Expected Future Use of Collateral: Unknown
Check Applicable Boxes:
☐ Any lien described herein is valid and perfected
This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. §523) or any other dispute. The nature of dispute is:
DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S FINANCES
My monthly income (take home pay plus any other income received) is: \$
My current monthly expenses total \$, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.
I believe this agreement (will) (will not) impose an undue hardship on me or my dependents.
DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM
agreed to reaffirm this debt because:

I believe this agreement is in my best	interest because:
I (considered) (did not consider) redee Bankruptcy Code (11 U.S.C. §722). I	eming the collateral under section 722 of the chose not to redeem because:
I (was) (was not) represented by an att	torney during negotiations on this agreement.
CERTIFICAT	TION OF ATTACHMENTS
Any documents which created and per attached. (If documents are not attach the security interest or lien are not atta	fected the security interest or lien (are) (are not) ned): The documents, which created and perfected ched because:
S	IGNATURES
MILTO D	Ford Motor Credit Company
(Signature of Debtor)	(Name of Creditor)
Date: 11-14-05	(Signature of Creditor Representative) Edward C. Dial, Jr. EsqBNH #01756 Attorney for Ford Motor Credit Company
Signature of Joint Debtor)	Date 5/-17-05
Date:	

Case: 05-14681-MWV Doc #: 6 Filed: 11/18/05 Desc: Main Document

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

JEFFREY COGSWELL

AND Lara Cogswell

473 BERRY RD.

CREDITOR (Seller Name and Address)

MEREDITH MOTOR CO., INC.

339 D.W. HIGHWAY ALEXANDRIA, NH 03222- (GRAFTON)

MEREDITH, NH 03233

You, the Buyer (and Co-Buyer, If any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Sale Price."	
You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the	
front and back of this contract.	

New/Used	Floor Sample or Demo	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identific	ation Number	Use For Which Purchased .
NEW	Of Delilo	2001 FORD	WINDSTAR	-	2FMZA574	41BA12318	Personal Agricultural Commercial
Trade-in	N/A			e N/A	N/A		INSURANCE
made-iii		Year and Make		Gross Allowance	Amount Owing	YOU MA	
		ITEMIZATIO)	OF AMOUN	T FINANCED		INSURANCE	FROM A PERSON OF YOUR
1 Cash 9	Sala Drin	•		\$_	25,825.85 (1)	CHOICE.	
2. Down					.,,		ISURANCE COVERAGE FOR
		bate Assigned to		****		DAMAGE C	AUSED TO OTHERS IS NOT
Cash D	Down Pa	yment		\$ N/A \$ N/A		INCLUDED.	
Trade-	in (descr	intion above)		\$ 0.00			E, CREDIT DISABILITY AND
Total	Down F	ayment		\$_	. 0.00 (2)		TIONAL INSURANCE ARE IRED TO OBTAIN CREDIT
Unpaid	Balanc	e of Cash Price	(1 minus 2)	\$	43,043.03 (3)	AND WILL	NOT BE PROVIDED UNLESS
	nts paid of		seller may be re	etaining a portion	of these amounts)	PREMIUM.	AND AGREE TO PAY THE
(i) fo	r license	, title & registration	n .				27/4
		N/A;			•	☐ Credit L	feNA
		entary fees \$ (not in Cash Sale					N/A
(11) 11	OI Idxes		N/A	· \$	N/A	s NA	
		companies for		10	N/A	Premiur	n Insured(s)
				\$_	N/A		}
				\$_ \$_	N/A		Signature(s)
Clean	L Disabil		************	\$_	N/A		
10	N/A	for	N/A	\$_	N/A N/A	Credit	N/A
10	N/A N/A	for_	N/A N/A	\$_	N/A	D Disability	Insurer
	N/A	for			N/A		NA
	1			\$_	N/A (4)	\$ N/A	- Insured
5. Amou	ınt Finar	iced (3 plus 4)		\$_	25,825.85 (5)	Premiur	n Insured
	FE	EDERAL TRUT	H-IN-LENDING	DISCLOSURES	S		
ANNU	JAL	FINANCE	Amount	Total of	Total Sale		Signature
PERCEN		CHARGE	Financed	Payments The amount	Price		N/A N/A
RAT		The dollar amoun	The amount of credit provided		The total cost of your purchase on	Type	of Insurance Term
The cost of credit as a y		the credit will cost you	to you or on your behalf	paid when you have made all	credit, including your		
			your benan	scheduled	downpayment NA		N/A \$ N/A
	0.00	0.00	25,825.85	payments 25,825.85	01.9		nsurer Premium
	0.00 %	\$ 0.00	\$_23,023.03	\$	\$		N/A
		Number of	Amount of Ea	ch When Payr	nents are due		Signature
Payment Sc	hedule -	- payments	payment				d Credit Disability Insurance are
Your payme will be:	nt schedu	ie <u>59</u>	\$ 430. \$ 430.	month	ly starting er 20, 2001	coverages an given to you	of the contract. The amount and a shown in a notice or agreement today.
		D	,				uired to insure the vehicle. If a
						buy the cover	wn below, the Creditor will try to ages checked for the term shown.
				5		Coverages w	Il be based on the cash value of time of loss, but not more than
						☐ Compret	nensive DsN/A Deductible Collision
				have to pay a penal		☐ Fire-The	ft-Combined Additional Coverage
				of each payment re \$50.00, whichever is	eceived more than 10	☐ Towing 8	and Labor
				vehicle being purch		☐ Term Premium	TIA (CSUITALE)
Contract; P default, the r penalty.	Please se	e this contract for quire repayment of	additional informations additional information and information	ation on security interesting the scheduled of	terest, non payment, date, and prepayment	[QUESTIONS?
Any change	In this co	ntract must be in	writing and signer	by you and the Cr	editor.	1	COLOTIONO:
BUYER:	1/2/	Soull	co-BU	YER JOHN ST	. Carparell		Ford
//	O THE	2. You		before you sign an exact copy of			Credit
Buyer act	knowled at the tir		a true and c	ompletely filled	in copy of this		Ford



PLEASE CALL US AT 1-800-727-7000

(Co) Buyer Signs By signing below, the Seller accepts this contract. If no other As-assignment attached to this contract the Seller assigns to Force

MEREDITH MOTOR CO., INC.

SEE BACK FOR ADDITIONAL AGREEMENTS

ORIGINAL



STATE OF NEW HAMPSHIRE

VEHICLE IDENTIFICATION NO.

MODEL YR.

R. OF MEG.

MAKE

MODEL

2FMZA574418A12318

2001

FORD

WINDSTAR

TITLE NO.

BODY STYLE

NEW/USED

ODOMETER

DATE OF ISSUE

8871072

VAN

NEW

10

01/07/02

ACTUAL MILEAGE

MARLING ADDRESS

FORD MOTOR CREDIT CO PO BOX 105704

ATLANTA

GA 303485704

OWNER(S) NAME AND ADDRESS

COGSWELL JEFFREY T AND

COGSWELL LARA S

473 BERRY ROAD ALEXANDRIA

NH 03222

FIRST LIENHOLDER NAME AND ADDRESS

LEGEND(S)

FORD MOTOR CREDIT CO

PO BOX 105704 ATLANTA

GA 30348

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

THE LIEN HOLDER ON THE VEHICLE DESCRIBED IN THIS CERTIFICATE DOES HERBY STATE THAT THE LIEN IS RELEASED.

	BY		DATE	
FIRM NAME		SIGNATURE OF AUTHORIZED AGENT	-	
	BY		DATE	

FIRM NAME SIGNATURE OF AUTHORIZED AGENT

THE DIVISION OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE APPLICANT HEREIN NAMED IS DULY REGISTERED AS THE OWNER OF THE VEHICLE DESCRIBED ABOVE; AND THAT FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DIVISION, THE VEHICLE DESCRIBED IS SUBJECT TO THE LIENS ENJMERATED, IF ANY, AND NO OTHERS.

CONTROL NUMBER

C 6767985



VIRGINIA C. BEECHER DIRECTOR

VOID IF ALTERED